

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI‘I

IN RE

UNIVERSITY OF HAWAI‘I
DATA BREACH LITIGATION

Civil No.: 1CCV-26-0000280 (SRN)
(Other Civil Action)

**ORDER GRANTING PLAINTIFFS’
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

On June 10, 2026, Plaintiffs’ *Unopposed Motion for Preliminary Approval of Class Action Settlement*, filed May 11, 2026 [Dkt. 36] (the “Motion”), came on for hearing before the Honorable Steven R. Nichols, Judge of the above-entitled Court. Margery S. Bronster, Esq., Robert M. Hatch, Esq., and Daniel J. Comer, Esq. appeared on behalf of Plaintiffs MALIA MORATH, RICK ROBINSON, JOCELYN LIMA, EVELYN GONZALES, DANA ROSEMARIE JOHNSON and the Putative Class (“Plaintiffs”). Craig K. Shikuma, Esq. appeared on behalf of Defendant UNIVERSITY OF HAWAI‘I SYSTEM (“Defendant”). The terms of the Motion are set forth in the Settlement Agreement between Plaintiffs and Defendant, attached as Exhibit “A” to the Motion.¹

Plaintiffs’ Motion requests entry of an order (a) granting Preliminary Approval of the Settlement; (b) provisionally certifying the Settlement Class for settlement purposes only; (c) appointing Plaintiffs as Class Representatives; (d) appointing Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins as Class Counsel for the Settlement Class; (e) approving the Notice forms and the Notice Program; (f) approving the Claim Form and the Claim Process;

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement, attached as Exhibit “A” to the Motion for Preliminary Approval.

(g) appointing Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

The Court, having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, the record, and good cause appearing therefor, finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim Process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed,

IT IS HEREBY ORDERED that Plaintiff's Motion is GRANTED in its entirety as follows:

Provisional Certification of the Settlement Class

1. The Court provisionally and preliminarily certifies the following Settlement Class for settlement purposes only, finding it is likely to finally certify it at Final Approval:

All living individuals within the United States who were notified that their Private Information was potentially compromised in the Data Incident.

Excluded from the Settlement Class are (a) the judge(s) presiding over this Action, and their immediate family members for whom participation would result in a conflict of interest for the judge(s); (b) Defendant, its affiliates, subsidiaries, successors, predecessors, and any entity in which Defendant has a controlling interest, and any of its current officers and members of the Board of Regents, and their immediate family members for whom participation would result in a conflict of interest for the officer or Regent; and (c) Settlement Class Members who submit a valid request for exclusion prior to the Opt-Out Deadline.

2. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Rules 23(a) and (b)(3) of the Hawai‘i Rules of Civil Procedure (“HRCP”), as follows:

- a. There are approximately 1,200,000 Settlement Class Members, which is sufficiently numerous for purposes of HRCP Rule 23(a), and joining all of these parties into a single action would be impractical;
- b. Plaintiffs’ claims challenging Defendant’s acts and omissions concerning the Data Incident raise questions of law and fact that are common to the Settlement Class as a whole, and which predominate over individual issues;
- c. Plaintiffs’ and the Settlement Class Members’ claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs; and
- d. The proposed Class Representatives and their counsel have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including, but not limited to, by hiring competent counsel who have no conflicts of interest with the Settlement Class and by vigorously litigating this Action to its proposed conclusion.

3. MALIA MORATH, RICK ROBINSON, JOCELYN LIMA, EVELYN GONZALEZ, and DANA ROSEMARIE JOHNSON are designated and appointed as the Class Representatives.

4. The Court finds that Robert M. Hatch and Margery S. Bronster of Bronster Fujichaku Robbins are experienced attorneys and will adequately protect the interests of the Settlement Class and designates them as Class Counsel pursuant to HRCP Rule 23(a).

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, pursuant to HRCP Rule 23(e) and applying the factors of *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004),² the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for Preliminary Approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on November 4, 2026 at 9:00 a.m. to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to HRCP Rule 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Action against Defendant should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

7. Class Counsel intends to seek up to up to one-third of the Settlement Fund (\$1,166,666.67), plus reimbursement of reasonable litigation costs, to be paid from the Settlement Fund. Service Awards of up to \$2,000.00 will also be sought for each of the Class Representatives.

² See *Sapp v. Wong*, 3 Haw. App. 509, 514 n.5, 654 P.2d 883, 886 n.5 (App. 1982) ("Rule 23(e) of Hawai'i Rules of Civil Procedure mirrors Rule 23(e) of the Federal Rules of Civil Procedure."). Accordingly, the Court can "consider federal law when interpreting . . . our Rule 23." *Pub. Access Trails Hawai'i v. Haleakala Ranch Co.*, 153 Hawai'i 1, 29 n.5, 526 P.3d 526, 554 n.5 (2023) (McKenna, J. concurring); see also *Rivera v. Cataldo*, 153 Hawai'i 320, 323, 537 P.3d 1167, 1170 (2023) (recognizing "fair, reasonable, and adequate" standard from Federal Rule of Civil Procedure 23(e) for approval of Hawai'i class actions settlements).

These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering the Application for Attorneys' Fees, Costs, and Service Awards.

8. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 14 days before the Opt-Out Deadline and Objection Deadline.

9. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the Application for Attorneys' Fees, Costs, and Service Awards; provided, however, no member of the Settlement Class that has elected to opt-out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

10. Epiq is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice Program, overseeing the Claim Process, and performing all other acts necessary for Settlement Administration. All Settlement Administration Costs will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

11. The Notice Program and Notices, including the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number, along with the Claim Form, attached as exhibits to the Agreement, are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further

order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks the Settlement requires.

12. The Court finds that the form, content, and method of the Notices (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of HRCF Rule 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting-Out of the Settlement Class

13. Any Settlement Class Member that wishes to opt out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than 75 days after the Notice Date. The optout request must be personally signed by the requestor and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if that Settlement Class Member does not submit a Valid Claim.

14. Any members of the Settlement Class who submit timely and valid requests to optout of the Settlement Class shall (a) be excluded from the Settlement Class by Order of the

Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.

Objecting to the Settlement

15. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

16. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before the Objection Deadline, which shall be no later than 75 days after the Notice Date. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For the objection to be considered by the Court, the written objection must include the following:

- a. The objector's full name, mailing address, telephone number, and email address (if any);
- b. All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and

a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

- d. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing.
- e. The number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. A statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing; and
- h. The objector's signature (an attorney's signature is not sufficient).

18. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be

precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

Claim Process and Distribution Plan

20. The Settlement establishes a Claim Process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process.

21. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, as set forth in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

Termination of the Settlement Agreement and Use of this Order

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

24. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

25. Upon the entry of this Order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

Jurisdiction Pending Settlement Approval

26. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

27. The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

Notice Date (Notice Program Begins)	No later than 45 days after Preliminary Approval Order
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards	14 days before the Opt-Out Deadline and Objection Deadline
Opt-Out Deadline	75 days after the Notice Date
Objection Deadline	75 days after the Notice Date
Deadline to Submit Claim Forms	90 days after the Notice Date
Final Approval Hearing	November 4, 2026, at 9:00 a.m.

DATED: Honolulu, Hawai'i, June 19, 2026.

/s/ Steven R. Nichols



JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:

/s/ Craig K. Shikuma

DAVID M. LOUIE, ESQ.
CRAIG K. SHIKUMA, ESQ.
AUSTIN H. JIM ON, ESQ.

Attorneys for Defendants
UNIVERSITY OF HAWAI'I SYSTEM,
UNIVERSITY OF HAWAI'I AT MANOA, and
UNIVERSITY OF HAWAI'I CANCER CENTER

IN RE UNIVERSITY OF HAWAI'I DATA BREACH LITIGATION; Civil No. 1CCV-26-0000280 (SRN) (Other Civil Action); **ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**